

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 03-165**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**URBAN SEARCH AND RESCUE UNIFORMS**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, July 2, 2003 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

# **SPECIFICATIONS FOR URBAN SEARCH AND RESCUE UNIFORMS**

## **1. GENERAL**

- 1.1 Contractors are invited to bid unit prices for Urban Search and Rescue Uniforms to be furnished and delivered to Lincoln Fire Department / Urban Search and Rescue 1801 Q Street, Lincoln NE 68508.

## **2. TERM CONTRACT**

- 2.1 This Invitation to Bid is to establish a *term contract* for the items listed.
  - 2.1.1 No guaranteed minimum or maximum purchase quantities are either stated or implied.
  - 2.1.2 The quantities listed are estimates only based on past history or department survey, and the City may purchase substantially more or less than the amounts shown.
  - 2.1.3 All orders shall be on an "as needed" basis.

## **3. CONTRACT TERM**

- 3.1 The contract shall be for a term of one (1) year with the option to renew for two (2) additional one (1) year periods effective from date of award by all parties, whichever is later.

## **4. RENEWAL**

- 4.1 This contract may be renewed beyond the expiration date by mutual agreement of the parties.
  - 4.1.1 The term of the renewal may not be longer than the term of the original contract.
  - 4.1.2 A renewal shall be by written notice sent by either party and written acceptance by the other.
  - 4.1.3 All other terms and conditions of the contract shall remain the same as set forth herein, and may be amended only by written instrument signed by both the City and Contractor and attached hereto as an amendment.

## **5. FIRM BIDS**

- 5.1 All bids received shall be considered valid for not less than sixty (90) days from the date of bid opening (through time of award).
  - 5.1.1 Pricing shall be firm for the length of the contract.

## **6. LITERATURE**

- 6.1 Please submit official manufacturer's literature regarding all product(s) offered with the bid.

## **7. SAMPLES**

- 7.1 A sample of the product(s) being offered must accompany the bid (free of charge) if bidder is wishing to supply other than the specified manufacturer and model number.
  - 7.1.1 Samples submitted do not require silk screening but color and weight shall be as proposed.
  - 7.1.2 Samples submitted shall be in unopened packages and shall free from defect.
  - 7.1.3 Samples may be subject to wash, wear, and durability testing to prove equality.

## **8. BONDS**

- 8.1 There will be no *bid bonds* or performance *bonds* required for this contract.

## **9. EXCEPTIONS**

- 9.1 The specifications are intended to provide a foundation for open, competitive bidding of commodities to meet the City's needs.
- 9.1.1 Minor and immaterial technical deviations may, at the discretion of the City, be deemed in *substantial* compliance with the specifications.
- 9.1.2 Material variances, however, may render the bidder *non-responsive* and ineligible for award.
- 9.1.3 The use of brand names, models, etc. serves to establish the design, performance and level of quality needed and not to restrict competition.
- 9.1.3.1 (Items that are equal in design, performance and quality will be considered.)
- 9.1.4 The right to evaluate specification compliance and equality is reserved to the City of Lincoln.
- 9.1.5 All exceptions to the specifications and terms should be noted on the attached *Exception Sheet*.

## **10. DELIVERY TIME FRAME**

- 10.1 Unless otherwise agreed to by the requesting location, delivery shall be within fifteen (15) business days after receipt of a valid order.
- 10.1.1 All deliveries shall be made Monday through Friday during normal business hours unless other prior arrangements are made.
- 10.1.2 Call 24 hrs prior to scheduled delivery Rick Klien @ (402) 430-3897.

## **11. FREIGHT TERMS**

- 11.1 The City requests "delivered pricing" (FOB Destination, Freight Prepaid & Allowed) for this particular contract, and shipping charges should therefore be included in the Contractor's unit price.
- 11.2 No other charges will be allowed.
- 11.3 All items will be shipped and protected in transit per industry standards.

## **12. SPECIFICATIONS**

- 12.1 Pant, Jacket, Coat, and insert are listed as ProFormance.
- 12.1.1 The department must approve substitutes.
- 12.1.2 Color of garment shall be Darkest Navy available.
- 12.1.3 Sizes: Men and Women (S through 3 XL)
- 12.2 **Pant** - BC 19386 ProFormance 100% Cotton Ripstop, or City approved equal
- 12.2.1 Sewn To Military Specification Mil-T-44047E
- 12.2.2 6 Pockets, 4 With Button Flaps
- 12.2.3 4 Button Fly
- 12.2.4 Double-Reinforced Seat and Knee
- 12.2.5 4" Adjustable Waist Tabs
- 12.2.6 Sizes: S - XXXL Regular and Long
- 12.3 **Short** - BC 1964 ProFormance 100 Cotton Ripstop, or City approved equal
- 12.3.1 6 Pockets, 4 with Button Flaps
- 12.3.2 Double-Reinforced Seat
- 12.3.3 4" Adjustable Waist Tabs
- 12.3.4 Double-Stitched, Double-Lapped Inseam, Outseam and Seat Seam
- 12.3.5 Sizes: S - XXL Regular

- 12.4 **Jacket** - BC19384 ProFormance 100% Cotton Ripstop, or City approved equal
  - 12.4.1 2 Bellow Breast Pockets with Covered Button Flaps
  - 12.4.2 2 Button Adjustable Cuff
  - 12.4.3 5 Button Placket
  - 12.4.4 All Pocket Flaps Contain Fusible Material
  - 12.4.5 Sizes: S - XXXL Regular and Long
- 12.5 **M-65 Field Jacket** - BC 1036 CavPro, or City approved equal
  - 12.5.1 Sewn to Military Specification MIL-C-43455J
  - 12.5.2 4 Pockets, 2 Breast Pockets and 2 Lower Inset Pockets with Snap Flaps
  - 12.5.3 Velcro Adjustable Cuffs
  - 12.5.4 Concealed Hood with Solid Core Drawcord
  - 12.5.5 Sizes: S - XXXL
- 12.6 **M-65 Field Coat Liner** - BC 1037 CavPro Liner, or City approved equal
  - 12.6.1 Buttons in M65 Field Coat for added warmth
  - 12.6.2 Color: Black
  - 12.6.3 100% nylon T-190 ripstop shell
  - 12.6.4 6 oz. quilted polyester filing
  - 12.6.5 Reversible / can be worn as an outer jacket
  - 12.6.6 Sizes: S - XXXL
- 12.7 **Glove** - Burton Tactic Contention Glove 2003, or City approved equal
  - 12.7.1 Shell: Storm-lite 1.0 shell
    - 12.7.1.1 Storm-lite is the same 2-layer shell material that we use in our outerwear line.
    - 12.7.1.2 Two layers provide a high degree of water resistance and breathability.
  - 12.7.2 Insert: GORE-TEX® 3L waterproof, breathable insert A three-layer insert provides the ultimate defense against heat-robbing moisture and wind chill.
    - 12.7.2.1 The waterproof outer layer stops snow and ice from getting inside your glove.
    - 12.7.2.2 The second layer is super permeable, which means that the moisture generated by your hand in the form of sweat can easily pass through and escape to the outside.
    - 12.7.2.3 The third layer lets your hand breathe by wicking moisture away from your hand and passing it through to the outer layers.
    - 12.7.2.4 This prevents your gloves from getting that clammy feel.
    - 12.7.2.5 We pair this insert with a lighter, more flexible shell material for riders who need the protection but prefer a soft, lightweight shell material.
  - 12.7.3 Insulation: Thinsulate™ insulation provides warmth without bulk because it has the highest warmth-to-weight ratio on the market.
- 12.8 **Leatherman Juice C2**
  - 12.8.1 Pliers
  - 12.8.2 Wire cutters
  - 12.8.3 Four screwdrivers
  - 12.8.4 Corkscrew
  - 12.8.5 Can and bottle opener
  - 12.8.6 Color "inferno"
  - 12.8.7 25-year warranty

- 12.9 **BDU Belt** - Popper #56027118, CavPro BC 2921, or City approved equal
  - 12.6.1 Type 13 nylon construction
  - 12.6.2 Adjustable to 44"
  - 12.6.3 1-3/4" wide
  - 12.6.4 Color: Black
  
- 12.10 **Boonie Hat** - Popper #55030101, CavPro BC 18729, or City approved equal
  - 12.10.1 100% Ripstop Cotton, 3/4" nylon webbing
  - 12.10.2 Color: Midnight Navy
  - 12.10.3 Sizes 7, 7-1/4, 7-1/2, 7-3/4
  - 12.10.4 Nylon chin cord, leather keeper

## 1. Exception Sheet

### Urban Search and Rescue Uniforms

**Please list and explain any exceptions to the specifications and terms of the Invitation to Bid. Please note that the taking of an exception may cause your bid to be deemed “non-responsive” if it is determined to be a material variance.**

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**Company Name:** \_\_\_\_\_

**Representative Printed Name:** \_\_\_\_\_

**Representative Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**E-Mail:**

**PROPOSAL**  
**SPECIFICATION NO. 03-165**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: Wednesday, July 2, 2003**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_\_ through \_\_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.	Pant Mfg. _____ No. _____	215	Each	\$ _____	\$ _____
2.	Short (Option) Mfg. _____ No. _____	215	Each	\$ _____	\$ _____
3.	Jacket  Mfg. _____ No. _____	215 215	Each Each	\$ _____ \$ _____	\$ _____ \$ _____
4.	M-65 Field Coat  Mfg. _____ No. _____	215	Each	\$ _____	\$ _____
5.	M-65 Field Coat Liner  Mfg. _____ No. _____	215	Each	\$ _____	\$ _____
6.	Tactic Contention Glove  Mfg. _____ No. _____	215	Each	\$ _____	\$ _____
7.	Leatherman Juice C2 (Option)  Mfg. _____ No. _____	215	Each	\$ _____	\$ _____
8.	BDU Belt  Mfg. _____ No. _____	215	Each	\$ _____	\$ _____
9.	Boonie Hat  Mfg. _____ No. _____	215	Each	\$ _____	\$ _____
Total					\$ _____

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-165**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE      ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE No.      FAX No.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**TERMS OF PAYMENT**

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>



# **SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS**

## **CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION**

### **1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

### **2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

### **3. BID PRICES**

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

### **4. CONTRACT AWARD NOTIFICATION**

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

### **5. QUARTERLY REPORT**

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.